

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NO. 20160215		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE  See Block 31C		4. ORDER NO.		5. SOLICITATION NUMBER  MCC-16-RFQ-0093		6. SOLICITATION ISSUE DATE  04/22/16	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Nataliya Holl, Contr. Repr. MCC				b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 05-16-2016	
9. ISSUED BY  Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street NW Suite 700 Washington DC 20005				CODE _____		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  Millennium Challenge Corporation CGM 1099 Fourteenth Street NW, Suite 700 Washington DC 20005				CODE _____		16. ADMINISTERED BY  Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street NW Suite 700 Washington DC 20005			
17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____				18a. PAYMENT WILL BE MADE BY CODE _____  Interior Business Center Interior Business Center M/S D-2773 7301 West Mansfield Avenue Lakewood CO 80235-2230  PHONE: FAX:					
TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.      20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES      21. QUANTITY      22. UNIT      23. UNIT PRICE      24. AMOUNT									
<div>This Request for Quotations MCC-16-RFQ-0093 is for</div> <div>MCA Human Resources Consulting Services</div> <div>(Use Reverse and/or Attach Additional Sheets as Necessary)</div>									
25. ACCOUNTING AND APPROPRIATION DATA      See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.									
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sarpong Maxwell			31c. DATE SIGNED	

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## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

### B.1 PURPOSE

The purpose of this requirement is to carry out services in developing, implementing, advising, and monitoring HR management issues for Millennium Challenge Accounts “MCAs” and HR programs in international, multi-cultural contexts with a specific focus on international development and/or project finance.

### B.2 CONTRACT TYPE

This is a hybrid contract - firm-fixed price (FFP) for CLINs 0001 and 0002 and time and materials (T&M) for CLINs 0003 through 2003. For the consideration set forth in the contract, the Contractor shall provide the deliverables described in Section C and comply with all contract’s requirements.

### B.3 SCHEDULE OF SERVICES AND PAYMENT SCHEDULE

The Total Ceiling Price of this contract is \$ TBD.

The maximum dollar value awarded to the contractor cannot exceed the Ceiling Price.

CLIN	Items	Q-ty	Unit	Total Price	Payment Amount
<b>FIRM FIXED PRICE</b>					
<b>0001</b>	<b>Phase I, Firm Fixed Price</b> <b>Development of a number of HR related tools that would be used by MCAs</b> <b>Base Period, one year</b> <b>POP Begin: TBD</b> <b>POP End: TBD</b>	<b>1</b>	<b>LOT</b>	<b>\$TBD</b>	<b>\$TBD</b>
<b>0002</b>	<b>Phase II, Firm Fixed Price</b> <b>Provision of ad hoc HR consultative services to the MCAs and HR oversight for MCC</b> <b>Base Period, one year</b> <b>POP Begin: TBD</b> <b>POP End: TBD</b>	<b>1</b>	<b>LOT</b>	<b>\$TBD</b>	<b>\$TBD</b>
<b>TIME AND MATERIAL</b>					
<b>0003</b>	<b>Phase III, Time and Materials</b> <b>HR support and HR consultative services to the MCAs and HR oversight for MCC</b> <b>Base Period, one year</b> <b>POP Begin: TBD</b> <b>POP End: TBD</b>	<b>1</b>	<b>NTE</b>	<b>\$TBD</b>	<b>Payment according to Section G.2 Invoice Instructions</b>
0003A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
0003B	Other Direct Costs	1	LOT	\$TBD	
	<b>SubTOTAL NTE AMOUNT</b>			<b>\$TBD</b>	
<b>1003</b>	<b>Phase III, Time and Materials</b> <b>HR support and HR consultative services to the MCAs and HR oversight for MCC</b> <b>Option Period One, one year</b>	<b>1</b>	<b>NTE</b>	<b>\$TBD</b>	<b>Payment according to Section G.2</b>

	<b>POP Begin: TBD POP End: TBD</b>				<b>Invoice Instructions</b>
1003A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
1003B	Other Direct Costs	1	LOT	\$TBD	
	<b>SubTOTAL NTE AMOUNT</b>			<b>\$TBD</b>	
<b>2003</b>	<b>Phase III, Time and Materials HR support and HR consultative services to the MCAs and HR oversight for MCC, Option Period Two, one year POP Begin: TBD POP End: TBD</b>	<b>1</b>	<b>NTE</b>	<b>\$TBD</b>	<b>Payment according to Section G.2 Invoice Instructions</b>
2003A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
2003B	Other Direct Costs	1	LOT	\$TBD	
	<b>SubTOTAL NTE AMOUNT</b>			<b>\$TBD</b>	
	<b>TOTAL CEILING AMOUNT</b>			<b>\$TBD</b>	

The Contractor shall furnish all personnel, facilities, equipment, supplies, transportation, and other services required to provide services to the MCC in accordance with Section C, Statement of Work, and the terms and conditions contained herein. The Total Contract Price includes labor and other direct costs to perform all required services.

**For CLINs 0003 through 2003 (Time and Materials) only:**

In accordance with clause MCC52.232-72, "Limitation of Funds – Incrementally Funded Contracts," funds in the amount of [fill in amount] have been allotted to this contract. It is contemplated that funds now obligated under this contract will cover the work to be performed until [fill in date]. The Contractor shall not perform work on the contract which exceeds the total amount actually allotted by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract. The contractor assumes the risk for any increased costs beyond what the Government obligates.

**LABOR RATES**

CLINs	Labor Category	Base Period Labor Rates	Option Year 1 Labor Rates	Option Year 2 Labor Rates
0003-2003	HR Team Leader HR Mid-Level Expert HR Administrative Specialist	TBD	TBD	TBD

**TOTAL LABOR HOURS**

CLINs	Labor Category	Labor Hours
0003-2003	HR Team Leader HR Mid-Level Expert HR Administrative Specialist	TBD

**B.4 ADDITIONAL LABOR CATEGORIES AND COUNTRIES (for T&M only)**

During the performance of this contract, it may become desirable to add new labor categories to Section B. In such cases, the Government or the Contractor may identify additional labor categories and the Contractor may propose additional labor categories and rates.

In addition, during the performance of this contract, it may become necessary to add other MCC Compact-Eligible countries.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) awards eligible countries with fixed-amount, fixed-term (five-year) grants (“compacts”) for a defined set of projects aimed at reducing poverty through economic growth. Country ownership of compacts is a core part of MCC’s model and influences a great deal of MCC’s work. MCC supports this through assembly of a local team of professionals for each compact, typically called a “Millennium Challenge Account” or “MCA”, charged with compact implementation and overseen locally by a Board of Directors. Due to the compact’s five-year term limit, the MCA is a project-management entity whose existence may span six or more years in total. Over ten years of experience developing and implementing compacts at MCC has shown that the performance of MCA staff has a significant impact on the efficiency, effectiveness, quality of compact implementation, and ultimately on the results that compacts may achieve.

### C.2. BACKGROUND

MCC and its country partners have identified several, key issues related to staffing and managing human resources (HR) at MCAs. These include: maximizing technical capacity, setting and managing compensation, securing staff with appropriate experience, managing performance, practicing sound ethics, preventing sexual and other types of harassment (e.g., race, color, religion, national origin, age, disability, etc.) managing disputes, mitigating conflicts and staff grievances, dealing with staff dismissal or retention, and ensuring development of sound HR policies and practices relevant to labor market conditions in MCC partner countries. MCC’s Department of Compact Operations (DCO) oversees and works directly with the MCAs on a variety of development, implementation, and closeout issues, including MCA administration, and HR management. As MCC moves into its second decade of compact implementation, it aims to strengthen HR management at MCAs, and to make DCO’s support and oversight of HR management at MCAs more systematic and consistent, reducing overall risk.

The Millennium Challenge Corporation enters in to multi-year grant agreements with foreign governments. As part of these grant agreements, the foreign government establishes a program implementation unit, known as an Accountable Entity (“MCA”), which is legally separate from MCC and manages the grant on behalf of the foreign government. Each Government that receives a grant must hire employees to staff the Accountable Entity, and to do so in an open and competitive manner in order to comply with MCC’s *Guidelines for Accountable Entities and Implementation Structures*<sup>1</sup>.

As these employees are not engaged by MCC, they are not subject to federal hiring provisions and limitations. Rather, it is critical that a recruitment process is carefully implemented to ensure that individuals selected are done so objectively, therefore ensuring the best qualified staff for implementation of the Compact.

To this end, DCO seeks the consulting services of a professional services firm with significant experience developing, implementing, advising, and monitoring HR management issues and programs in international, multi-cultural contexts with a specific focus on international development and/or project finance.

### C.3 SCOPE OF WORK and TASKS

The main purpose of this SOW is: to define and secure the broader services of an HR professional services firm needed to help fulfill the other output requirements outlined in this section.

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<sup>1</sup> <https://assets.mcc.gov/guidance/mcc-oceo-guidelinesforae.pdf>



This work would be conducted in three phases:

- 1) Phase One would entail the development of a number of HR related tools that would be used by MCAs.
- 2) Phase Two would entail the provision of ad hoc HR consultative services to the MCAs and HR oversight for MCC.
- 3) Phase Three will support and provide HR consultative services to the MCAs and HR oversight for MCC.

The Contractor shall provide the personnel, telecommunications and other equipment, tools, materials, supervision, and non-personal services necessary to provide services, as defined in this Statement of Work.

### **SOW requirements for the HR MCC operations:**

#### **PHASE ONE:**

- Conduct an inventory of current HR resources, tools and practices across the MCC portfolio that are available to support the development and implementation of the MCAs HR function.
- Identify HR best practices across MCC's program portfolio, aligning them with each MCA's local operating environment during the compact development process. [e.g., such as initial setup of the MCA, developing employment contracts and hiring processes, salary and benefits schedules, etc.]
- Develop an HR policies and procedures manual template for MCAs that will be informed by MCC policies and guidelines for accountable entities, International Finance Corporation (IFC) Performance Standard 2 on Labor and Working Conditions<sup>2</sup>, any documented lessons learned, and international best practices.
- Support the development of a policy for addressing sexual and other types of harassment (e.g., race, color, religion, national origin, age, disability, etc.) in MCAs and recommend operational requirements and tools (e.g. training modules, informational leaflets, reporting options, etc.) for addressing these issues.
- Develop a performance management system which includes a performance plan and performance review/evaluation tool.

#### **PHASE TWO:**

- Develop a HR strategy for MCC management and oversight of MCAs, including recommendations for implementing the strategy and related guidance supporting best practices in HR for all MCAs and their Boards of Directors. For example, such a strategy might suggest a number of ways in which MCAs can extend their marketing for talent, or might provide general principles for running initial recruitments that are as open, competitive, and fair as possible.
- Brief DCO teams on the role of HR in developing and operating an MCA.
- Facilitate information- and knowledge-sharing, exchange of experiences, technical resources, and best practices on HR issues across MCC's portfolio of countries
- Develop a leadership forum for exchange of good practices and experiences through MCC's global information platform to promote knowledge exchange.
- Participate at meetings, conferences and thematic platforms on MCA HR related issues. Propose agenda items, identify participants, and prepare documents and presentations. There will be approximately one – two events for this phase, each event/meeting will not exceed 3-5 days, in Washington DC or MCA country.

### **SOW requirements for HR operations on the MCAs level**

#### **PHASE THREE:**

For each MCA, the contractor will:

- Adapt and modify existing template of HR policies and procedures for each new MCA. The template should incorporate an analysis and review of other MCAs, the international development context, the local social and political environment, best practices, and local custom and legal requirements.
- Following the completion of the salary survey by MCC's salary survey consultant, support each MCA in executing salary structures, benefit packages and incentives that are specific to that country's local labor laws, as

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<sup>2</sup> [http://www.ifc.org/wps/wcm/connect/2408320049a78e5db7f4f7a8c6a8312a/PS2\\_English\\_2012.pdf?MOD=AJPERES](http://www.ifc.org/wps/wcm/connect/2408320049a78e5db7f4f7a8c6a8312a/PS2_English_2012.pdf?MOD=AJPERES)

applicable; to its standard accepted practices, including custom and legal requirements regarding pension and retirement related payments; and to the limited time period for which the MCA is in existence.

Subsequently, for each MCA, the contractor will:

- Advise MCAs on the appropriate roles and responsibilities of MCA staff, management, and Board members. Recommend a governance structure for the development and approval of MCA HR documents, paying particular attention to documents that must be approved by the MCA Board of Directors as well as those that had to be cleared and approved by MCC.
- Provide expert advisory and technical services to MCC, MCA, and government stakeholders on a broad range of HR issues across the compact lifecycle - development, implementation and closure. In particular, make recommendations to MCC on what MCA HR documents or policies should be mandatory (requiring MCC approval), and what MCA HR documents would be recommended (but not mandatory).
- Establish a monitoring and reporting tool that: 1) enhances MCC oversight of MCA HR policies and practices and 2) ensures that MCA HR practices comply with MCC guidelines. Develop follow-up protocols when there is evidence that MCA HR policies and practices need to be strengthened or reinforced.
- Manage and facilitate MCC's oversight and review of MCA HR activities, including reviewing and clearing position classification, compensation setting and subsequent changes, HR operations manuals, performance management systems; providing workforce analytics, technical assistance and consultation; and recommending, designing, and implementing special studies. Such studies might include assessments of the effectiveness of existing MCA HR programs, improving accountability of HR systems, and making customer-service improvements, for example.
- Provide technical assistance as required or requested on any aspects of HR to MCA's HR Officer, Director, or function lead, including support of MCAs in developing country-specific policy proposals and HR documents, employee handbooks, compensation studies, etc., and reviewing and providing clearance on these documents, as needed.
- Provide consultative services and guidance to MCAs on HR issues when questions, problems, or issues arise. Help MCAs solve HR related problems by developing action plans, timelines and next steps for corrective action.
- Provide support to MCC for all MCA HR-related program audits or reviews. Support MCAs in addressing HR related findings by developing corrective action plans, including timelines and next steps.
- Provide on demand, ad hoc support to third-party HR entities (e.g. benchmarking firms doing salary surveys, recruiting firms running the initial staff-up of an MCA, consultants providing targeted HR support and expertise to MCAs) as needed.
- Lead and/or participate in field missions to provide oversight, monitoring and guidance to MCA HR staff and programs.
- Develop a plan for MCA staff retentions during the closure phase of the compact. Plan should consider elements such as staffing levels, timing of staff reductions and bonuses (if any).
- Participate at meetings, conferences and thematic platforms on MCA HR related issues. Propose agenda items, identify participants, and prepare documents and presentations. There will be approximately three – five events for this phase, each event/meeting will not exceed 3-5 days, in Washington DC or MCA country.

#### C.4 REQUIRED RESOURCES

The Contractor shall mobilize a team of experienced specialists, reflecting a thoughtful mix of international/regional experience and knowledge of MCC operations. The key personnel listed below must be proposed to be available at the time of award.

Key Personnel is:

1. HR Team Leader
2. HR Mid-Level Expert
3. HR Administrative Specialist

The staffing requirements to carry out the responsibilities, duties and tasks of the contractor will be determined by the Contractor. The Contractor shall maintain an organization chart of the team structure together with a description of the Composition of Team and Task Assignments.

The Contractor must provide a team of experts with qualifications and experience needed to perform the role and obligations specified in these SOW.

## **C.5 MINIMUM PERSONNEL SKILLS REQUIREMENTS**

The Key Personnel shall have as a minimum the experience and qualifications listed below:

### **HR Team Leader**

1. An advanced Master's degree or equivalent from an accredited educational institution, in public or business administration, law industrial and/or personnel psychology or related discipline with emphasis on human capital management or organizational development.
2. At least 12 years of relevant experience in international HR, with at least 5 years in a senior HR leadership position, preferably in a developing country or within an international institution.
3. Excellent proven record skills in communication, team leadership, planning, organization, networking, consensus building and negotiation.
4. Recent proven experience working in a multi-cultural and decentralized mode is a requirement with an understanding of the international/regional/national staff dynamic at the day-to-day level.
5. A comprehensive understanding of organizational behavior concepts and a practical experience within the framework of international organizations or international projects with limited implementation periods is highly desired.
6. Demonstrated knowledge, experience and ability to identify present global experiences and best practices associated with human capital projects in HR management, gender and diversity issues. Such familiarity might entail, for example, the development of a HR policies and procedures manual.
7. Must have a demonstrated ability to develop an HR strategic plans, translate it into operational plans, and implement them successfully. Proven ability to work on cross-functional project teams and translate complex HR analysis into actionable recommendations through to implementation.
8. A record of successful transformation of the HR function in an organization.
9. Excellent written and verbal communication skills in English, including the ability to make effective presentations to staff, management, and Boards of Directors.
10. Foreign language proficiency in French or Spanish is desirable.

### **HR Mid-Level Expert**

1. An advanced Master's degree or equivalent from an accredited educational institution, in public or business administration, law industrial and/or personnel psychology or related discipline with emphasis on human capital management or organizational development.
2. At least 8-10 years of relevant experience in international HR, with at least 3 years in a mid-level HR leadership position, preferably in a developing country or within an international institution.
3. Excellent proven record skills in communication, planning, organization, networking, consensus building and negotiation.
4. Recent proven experience working in a multi-cultural and decentralized mode is a requirement with an understanding of the international/regional/national staff dynamic at the day-to-day level.
5. A comprehensive understanding of organizational behavior concepts and a practical experience within the framework of international organizations or international projects with limited implementation periods is highly desired.
6. Demonstrated knowledge, experience and ability to identify present global experiences and best practices associated with human capital projects in HR management, gender and diversity issues. Such familiarity might entail, for example, the development of a HR policies and procedures manual.
7. Must have a demonstrated ability to develop an HR strategic plans, translate it into operational plans, and implement them successfully. Proven ability to work on cross-functional project teams and translate complex HR analysis into actionable recommendations through to implementation.
8. A record of successful transformation of the HR function in an organization.

9. Excellent written and verbal communication skills in English, including the ability to make effective presentations to staff, and management.
10. Foreign language proficiency in French or Spanish is desirable.

#### **HR Administrative Specialist**

1. An advanced Master's degree or equivalent from an accredited educational institution, in public or business administration, or related discipline with emphasis on human capital management or organizational development.
2. At least 3 years of relevant experience in international HR.
3. Excellent proven record skills in communication, planning, organization, networking, consensus building and negotiation.
4. Recent experience working in a multi-cultural and decentralized mode is a requirement with an understanding of the international/regional/national staff dynamic at the day-to-day level.
5. A record of successful performance within an organization/team.
6. Excellent written and verbal communication skills in English, including the ability to make effective presentations.
7. Foreign language proficiency in French or Spanish is desirable.

#### **C.6 CONFLICT OF INTEREST**

In accordance with the principles of FAR Subpart 9.5 and MCC policy, the Contractor shall be ineligible to furnish, as a prime or subcontractor or otherwise, implementation services which result in response(s) to findings, proposals, or recommendations written by the Contractor, unless this provision is expressly waived by MCC.

The contractor and its subcontractors would be precluded from bidding on work and services to be procured by the local Accountable Entity or using funds advanced under a Compact in the relevant country, unless the contractor submits a mitigation plan sufficient to ameliorate any conflict of interest pursuant to the rules applicable to the procurement process.

## **SECTION D - PACKAGING AND MARKING**

Reserved.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

### E.1 GENERAL INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items and services under this contract will be accomplished by the COR and/or PM. The COR and/or PM shall notify the contracting office promptly after the specified date of delivery of services not received, or not conforming to statement of work. Unless extenuating circumstances exist, the notification should be made not later than 30 days after the specified date of delivery. If the Contracting Officer determines that services, work or materials being furnished do not meet the required standards, the Government reserves the right to have the work performed elsewhere, charging the contractor with costs involved, subject to the provisions of FAR 52.246-4.

#### Quality Assurance

The contractor shall have in place and maintain a Quality Control Plan (QCP) that covers, as a minimum how the contractor intends to meet the requirements of all performance objectives, monitor and proactively manage contract's requirements. Given the nature of the assignment, MCC may rely, in part, on the findings of the contractor in the event of an audit of its oversight of the program. Therefore documentation of the process, methodology and raw results, in addition to the stated deliverables, is critical. It shall also include the mechanism by which the Government will be notified of performance related incidents that are likely to affect quality of services or impact mission accomplishment. Any proposed changes to the QCP shall be provided to the Contracting Officer for review and comment no later than 10 working days prior to the effective date of the proposed changes.

### E.2 DELIVERABLES ACCEPTANCE CRITERIA

Deliverables are associated with the tasks identified above. All reports, plans and analysis are to be submitted in English in electronic copy using WINDOWS based MS-Office products including WORD for text, data tables in EXCEL, appropriate MS-Office 2010 or later versions of programs for exhibits, and schedules using MS-Project. Files containing graphs, flowcharts or diagrams should be submitted in PDF printable version. Digital photo files should be submitted in JPG format. GIS data should be submitted in PDF printable files. Presentations should be prepared with PowerPoint.

#### Acceptance Criteria:

The deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified.
- Quality and clarity of analyses and work produced.
- Timeliness and efficacy of communications with relevant counterparts at MCC, MCA, and other relevant organizations.
- Developed HR policies and procedures manual template for MCAs are up to the industry standard, clear and concise based on applicable Labor Laws.
- Developed HR strategy for MCC management and oversight of MCAs are up to the industry standard, clear and concise based on applicable Labor Laws.

- Developed Templates of HR policies and procedures for each MCA are up to the industry standard, clear and concise based on applicable Labor Laws.
- All reports should be written in excellent English with no errors and be well formatted. Some reports/deliverables may require a 3-5 page summary in the language of MCA country.
- MCC reserves the right to review draft reports, plans and analysis one week before the due date and provide comments before they are finalized.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

### F.2 PERIOD OF PERFORMANCE AND LEVEL OF EFFORT

This contract consist of one year base period for CLINs 0001, 0002 and 0003 and two (2) option one year periods for CLINS 1003 and 2003 as follows:

The base period of performance: one year from date of the award for CLINs 0001, 0002 and 0003.

For CLINS 1003 and 2003 only:

Option Year 1: one year

Option Year 2: one year

CLINs	Labor Categories	Seniority (Scale of I-III, with I being most senior)	Base Period, 1 year	Option Year 1, 1 year	Option Year 2, 1 year
0003	HR Team Leader HR Mid-Level Expert HR Administrative Specialist	I II III	347 100 100		
1003	HR Team Leader HR Mid-Level Expert HR Administrative Specialist	I II III		520 347 100	
2003	HR Team Leader HR Mid-Level Expert HR Administrative Specialist	I II III			520 347 100

\*Assume 8 hours in 1 person-day

All positions do not require full term employment, they are intermittent and focused based on the SOW requirements.

### F.3 TRAVEL REQUIREMENTS

Travel is authorized from the company's headquarters to Washington DC if needed. The contractor will be required to travel for meetings with MCC staff in Washington and to MCA countries per requirements stated in SOW.

MCC estimates that for the base year there will be total of 4 international trips, two weeks each, to the MCA countries, and for the two option years there will be total of 12 international trips, ten days each, to the MCA countries.

### F.4 PLACE OF PERFORMANCE

All work under this contract will be completed in US and MCC MCA countries.



MCC MCA countries considered for this SOW for Phases I, II and III currently include the following: Benin, Ghana, Morocco, Liberia, El Salvador, Nepal, Kosovo, Mongolia, Senegal, Cote d'Ivoire.

For the Phase III the following additional countries are: Georgia, Indonesia, Malawi, Zambia and Cape Verde.

## F.5 DELIVERABLES

### SUMMARY of DELIVERABLES AND ESTIMATED SCHEDULE

The contractor must submit draft reports, manuals and analysis electronically two weeks before the due date to MCC for initial review and comments. MCC will provide comments no later than one week before the reports is due.

At a minimum, the following deliverables will be required:

Task	Deliverable No.	Deliverables	<u>Estimated Deliverables Due Dates</u>
		Contractor Mobilization	One week post award
		Quality Control Plan (QCP)	One week post award
Phase One	1	Conduct an inventory of HR tools and best practices across the MCC portfolio	Three weeks post award
	2	Develop an HR policies and procedures manual template for MCAs	Six weeks post award
	3	Develop a performance management system which includes a performance plan and performance review/evaluation tool	Four months post award
Phase Two	1	Develop a HR strategy for MCC management and oversight of MCAs	Twelve weeks post award
	2	Brief DCO teams on the role of HR in developing and operating an MCA	Twelve weeks post award
	3	Participate at meetings, conferences and thematic platforms on MCA HR related issues	Nine months post award
	4	Adapt a country specific template of HR policies and procedures for each MCA	Ten months post award
	5	Develop a leadership forum for exchange of good practices and experiences in Washington DC	Nine months post award
Phase Three	1	Recommend a governance structure for the development and approval of MCA HR documents	Throughout the award for Phase III
	2	Establish HR monitoring and reporting tool that manages and facilitates MCC's oversight and review of MCA HR activities	Throughout the award for Phase III
	3	Provide country-specific HR policy advice	Throughout the award for Phase III
	4	Participate at meetings, conferences and thematic platforms on MCA HR related issues	Throughout the award for Phase III

## F.6 MCC TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or

otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Contract.

(b) The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

## **F.7 AUTHORIZED WORK DAY / WEEK**

No overtime or premium pay is authorized under this contract. The contractor is authorized up to a 6-day workweek during overseas trips to MCA countries with no overtime or premium pay.

## **F.7 LANGUAGE REQUIREMENTS**

All deliverables shall be produced in English, some may require a 3-5 page summary in the language of MCA country.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

### G.2 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

**Fax:** 303.969.5151/7281 ATTN: MCC Payments, or

**Email:** [mcc\\_accounting\\_ibcdenver@ibc.doi.gov](mailto:mcc_accounting_ibcdenver@ibc.doi.gov), or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

*Interior Business Center*

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

(2) Date of invoice and invoice number

(3) Contract number (including number and contract line item(s)) also modification number, if applicable

(4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract
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If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:  
[mcc\\_accounting\\_ibcdenver@ibc.doi.gov](mailto:mcc_accounting_ibcdenver@ibc.doi.gov).

### **G.3 ACCEPTANCE AND APPROVAL**

The COR and PM must accept and approve all deliverables before payment may be made.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 KEY PERSONNEL

The following individual is identified as Key Personnel under this contract:

**Key Personnel is:**

1. HR Team Leader (Senior Level)
2. HR Expert (Mid-level Level)
3. HR Administrative Specialist

The Contractor must provide and maintain all Key Personnel as specified in the Statement of Work. Any changes are subject to prior approvals by MCC in accordance with the appropriate U.S. Government regulations.

Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

### H.2 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

#### **NON-DISCLOSURE AGREEMENT**

I, \_(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

#### **Company or Subcontractor**

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

\_\_\_\_\_  
[signatory]

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

### H.3 MCC 52.232-73 TRAVEL REIMBURSEMENT (MAY 2013)

*Policy.* When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

*a) Traveler Responsibilities.* All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

*b) Cabin Class Standards*

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach "premium" class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

*c) Airlines and Flights.* In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the "Fly America" rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

*d) Limitations.* Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

*e) Reimbursement Requests.* Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and
- 4) Cost breakdown.
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

*f) Approvals.* All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals

beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

#### 1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see Attachment: Medical Accommodation Procedures.

B) Sanitation/Health – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).

E) Security – Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

#### 2) Coach “premium” class

Must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

**NOTE:** Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.



#### **H.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project shall be considered the property of MCC and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of MCC. All findings, conclusions and recommendations shall be considered confidential and proprietary. MCC plans to make all deliverables produced under this contract public.

#### **H.5 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS**

The Contractor shall be responsible for all technical and administrative support and logistics required to fulfill the requirements of this Contract. These shall include all travel arrangements, visas, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

#### **H.6 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (JULY 2012)**

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

#### **H.7 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (AUG 2011)**

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is [WEBPTSMH@NAVY.MIL](mailto:WEBPTSMH@NAVY.MIL) and the telephone number is (207) 438-1690.

#### **H.8 MCC 52.232-72 LIMITATION OF FUNDS – INCREMENTALLY FUNDED CONTRACTS (NOV 2006)**

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue



performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

#### **H.9 MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)**

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### L1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions.	Jan 2012
52.203-2	Certificate of Independent Price Determination.	Apr 1984
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	Apr 1984
52.203-7	Anti-Kickback Procedures.	Oct 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	Jan 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Oct 2010
52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.209-5	Certification Regarding Responsibility Matters.	Apr 2010
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Dec 2010
52.209-7	Information Regarding Responsibility Matters.	Feb 2012
52.210-1	Market Research.	Apr 2011
52.214-34	Submission of Offers in the English Language.	Apr 1991
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications.	Aug 2011
52.215-14	Integrity of Unit Prices.	Oct 2010
52.215-19	Notification of Ownership Changes.	Oct 1997
52.216-24	Limitation of Government Liability.	Apr 1984
52.217-5	Evaluation of Options	Jul 1990
52.222-29	Notification of Visa Denial.	Jun 2003
52.225-14	Inconsistency Between English Version and Translation of Contract.	Feb 2000
52.225-17	Evaluation of Foreign Currency Offers.	Feb 2000

52.227-14 Rights in Data—General.	May 2014
52.227-17 Rights in Data—Special Works.	Dec 2007
52.229-6 Taxes—Foreign Fixed-Price Contracts.	Jun 2003
52.232-1 Payments.	Apr 1984
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts	Aug 2012
52.232-9 Limitation on Withholding of Payments	Apr 1984
52.232-25 Prompt Payment.	Oct 2008
52.233-1 Disputes.	Jul 2002
52.233-2 Service of Protest.	Sep 2006
52.233-4 Applicable Law For Breach Of Contract Claim	Oct 2004
52.237-7 Indemnification and Medical Liability Insurance.	Jan 1997
52.242-1 Notice of Intent to Disallow Costs.	Apr 1984
52.242-2 Production Progress Reports.	Apr 1991
52.242-3 Penalties for Unallowable Costs	May 2001
52.242-13 Bankruptcy.	Jul 1995
52.243-1 Changes—Fixed Price.	Aug 1987
52.243-3 Changes -- Time-and-Materials or Labor-Hours	Sept 2000
52.243-7 Notification of Changes.	Apr 1984
52.246-2 Inspection of Supplies—Fixed-Price.	Aug 1996
52.246-4 Inspection of Services—Fixed-Price.	Aug 1996
52.246-6 Inspection of Services – Time and Material and Labor Hour	May 2001
52.246-25 Limitation of Liability—Services.	Feb 1997
52.247-63 Preference for U.S.-Flag Air Carriers.	Jun 2003
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984
52.249-2 Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-8 Default (Fixed-Price Supply and Service).	Apr 1984

## **I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☒ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

- ☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☒ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).



(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **I.3 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

### **I.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

### **I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the order's active period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least seven (7) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 ATTACHMENT 1: SAMPLE PRICE TEMPLATE**

The budget must be presented in the format below for **EACH PHASE**:

**PHASE ONE, FFP, Base Period one year:**

CLIN	Items	Seniority	Unit	Q-ty	Price	Total
0001A	<b>Labor</b>					
	HR Team Leader	I	HR			
	HR Mid-level Expert	II	HR			
	HR Administrative Specialist	III	HR			
	<b>Subtotal Labor</b>					
0001B	<b>ODC</b>					
	Airfare					
	Per Diem, etc.					
	Communication					
	Misc					
	Other related categories					
	<b>Subtotal ODC</b>					
0001	<b>SubTOTAL Price</b>					

**PHASE TWO, FFP, Base Period one year:**

CLIN	Items	Seniority	Unit	Q-ty	Price	Total
0002A	<b>Labor</b>					
	HR Team Leader	I	HR			
	HR Mid-level Expert	II	HR			
	HR Administrative Specialist	III	HR			
	<b>Subtotal Labor</b>					
0002B	<b>ODC</b>					
	Airfare					
	Per Diem, etc.					
	Communication					
	Misc					
	Other related categories					
	<b>Subtotal ODC</b>					
0002	<b>SubTOTAL Price</b>					

**PHASE THREE, T&M, Base Period one year plus two one year option periods:**

CLIN	Items	Seniority	Unit	Q-ty	NTE Price	Total NTE
0003A	<b>Labor</b>					
	HR Team Leader	I	HR	347		
	HR Mid-level Expert	II	HR	100		
	HR Administrative Specialist	III	HR	100		
	<b>Subtotal Labor</b>					
0003B	<b>ODC</b>					
	Airfare					
	Per Diem, etc.					
	Communication					
	Misc					

	Other related categories <b>Subtotal ODC</b>					
0003	<b>SubTOTAL NTE Price</b>					
1003A	<b>Labor</b>					
	<b>HR Team Leader</b>	I	HR	520		
	<b>HR Mid-level Expert</b>	II	HR	347		
	<b>HR Administrative Specialist</b>	III	HR	100		
	<b>Subtotal Labor</b>					
1003B	<b>ODC</b>					
	<b>Airfare</b>					
	<b>Per Diem, etc.</b>					
	<b>Communication</b>					
	<b>Misc</b>					
	<b>Other related categories</b>					
	<b>Subtotal ODC</b>					
1003	<b>SubTOTAL NTE Price</b>					
2003A	<b>Labor</b>					
	<b>HR Team Leader</b>	I	HR	520		
	<b>HR Mid-level Expert</b>	II	HR	347		
	<b>HR Administrative Specialist</b>	III	HR	100		
	<b>Subtotal Labor</b>					
2003B	<b>ODC</b>					
	<b>Airfare</b>					
	<b>Per Diem, etc.</b>					
	<b>Communication</b>					
	<b>Misc</b>					
	<b>Other related categories</b>					
	<b>Subtotal ODC</b>					
2003	<b>SubTOTAL NTE Price</b>					

## J.2 ATTACHMENT 2 – ATTACHMENT TO MCC 52.232-73 - TRAVEL REIMBURSEMENT

### MEDICAL ACCOMMODATION PROCEDURES

Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests.

Detailed Procedures - Travelers requesting medical accommodations based upon disability must complete the steps below.

Traveler completes Form DS4086. When complete the traveler selects the “Submit” button, which will create and attach the document to an e-mail addressed to MED/DP at [meddp@state.gov](mailto:meddp@state.gov) with a copy to the MCC Travel Office at [mccmedical@mcc.gov](mailto:mccmedical@mcc.gov).

Traveler then downloads and provides their physician with Form DS4086A which the physician completes and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to MED/PD at [meddp@state.gov](mailto:meddp@state.gov). Alternatively it can be faxed Attn: Domestic Programs 202-663-3673.

MED/DP makes a medical determination based on the information provided by the traveler and the traveler’s physician on the DS 4086A. MED/DP will e-mail the traveler with its decision. If approved, MED/DP will attach a scanned, signed

DS-4086. The traveler must e-mail the signed DS-4086 to the travel office at [mccmedical@mcc.gov](mailto:mccmedical@mcc.gov). The DS-4086A, is a State Department document only and should NOT be sent to [mccmedical@mcc.gov](mailto:mccmedical@mcc.gov).

MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from MED/DP.

Please note that the process can take several weeks and will depend on how quickly the traveler's physician faxes the completed DS4068A to MED/DP.

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF QUOTERS**

Representations, Certifications, and other Statements of Quoters or Respondents shall be completed electronically via the System for Award Management (SAM) records.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid contract - firm-fixed price (FFP) for CLINs 0001 and 0002 and time and materials (T&M) for CLINs 0003, 1003 and 2003 resulting from this solicitation.

### L.2 RFQ FORMAT

The **electronic quote** shall be prepared so that if the quote is printed it meets the following format requirements:

- 8.5 x 11 inch paper, with the exception of charts (such as MS-Project) that can be presented on folded 11 x 17 pages, if needed
- Single-spaced typed lines, including figures glossaries
- 1 inch margins
- 12-point (Times New Roman font) in the text and
- 10-point (Times New Roman font) for all tables
- In Microsoft Word, Excel, no PDF files will be accepted
- All quote pages must be numbered

### L.3 ELECTRONIC COPY SUBMISSION

- a. The electronic text shall be in Microsoft Word 2010 or later (.doc or .docx), uncompressed files. A directory identifying the file names and contents of each file shall accompany the submission. The price information shall be submitted as a separate file.
- b. The electronic versions of spreadsheets shall be in Excel 2010 or later (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. The offerors shall not establish links within these files.
- c. All quote data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software.

### L.4 QUOTE PREPARATION & INSTRUCTIONS

#### L.4.1 GENERAL INSTRUCTIONS

The U. S. Government anticipates awarding one contract as a result of this Solicitation. MCC reserves the right to award multiple, one or no awards under this solicitation.

Quote shall be submitted in three volumes: Volume I – Technical Capability, Volume II – Past Performance, and Volume III – Price. (NOTE: Volumes I and II can be combined).

**Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed prices as required by Section B of this RFQ;
- (3) Submission of information required by Section L or any other section of this RFQ. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful offeror to the terms and conditions of the prospective contract.

**Quote Preparation Costs.** The U.S. Government will not pay for any quote preparation costs.

## L.4.2 VOLUME I – TECHNICAL CAPABILITY

- a) The Contractor should submit a **technical quote of not more than 15 pages** (1+9+5) see split below) (8.5 x 11 inches, 1 inch margins, Times New Roman, 12 point font, single spaced) as well as CVs for all proposed team members. Charts, graphs, resumes and CVs of Personnel may be included in an appendix to the technical quote without a page limit but need to be reasonable. Cover pages, dividers, table of contents do not count against the limitation. The CVs of Key Personnel should be limited to 4 pages each.
- b) The technical quote shall address the requirements in the SOW and will be evaluated based on the evaluation criteria. Pricing information must not be included in any part of the Volume I. The technical quote should highlight the approach and highlight experience in conducting similar work.

### Technical Quote Format

**Cover Page** (1 page)– Title, names of organization submitting quote, contact person, telephone and fax numbers, address and email. The quote shall include a cover letter signed by an individual authorized to commit the company to the quote. The cover letter shall identify all enclosures being transmitted as part of the quote. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation and amendment(s). It shall state: Quote validity for 90 days after submission. Names and telephone numbers of persons authorized to conduct negotiations shall be clearly identified.

**Technical Narrative** (not to exceed 9 pages, can be less if needed): The narrative section of the quote should address the Contract results and activities outlined in Section C.

The Scope of Work (SOW) identifies the tasks and results as well as key areas in which expertise will be required. It must be realistic and result in an evaluation and design within budget.

The contractor shall submit a technical approach for the Section(s) for which it is submitting a proposal. This proposal shall describe an approach which shall clearly demonstrate the firm's experience and established procedures for conducting the assignment, mobilizing the experts, anticipated time required to identify and mobilize experts, methodology for quality control of the deliverables, and other relevant information to help MCC make an informed decision.

The company submitting its proposal for this Section should have at least seven years of experience as a firm supporting international recruitment along the lines of World Bank and other similar International Financial Institutions. Relevant MCC experience will be considered a plus.

### Staffing Requirements.

The staffing plan for carrying out the assignment shall be submitted in the quote. At a minimum, the contractor must be prepared to provide experienced personnel to work with MCC and interact with MCAs on MCC's behalf to successfully fulfill all of the tasks described above. The required positions are not full time positions, they are intermittent based on the SOW requirements.

## L.4.3 VOLUME II - PAST PERFORMANCE (MAX 5 PAGES)

The Contractor shall provide three (3) examples of relevant tasks, or directly related to the technical requirements of the Statement of Work similar in size, scope, and complexity to the Statement of Work, performed as a prime contractor or subcontractor within the past five years of the date of this solicitation.

The Quote shall include the following matrix for each project submitted:

Contract/Task Order/Call Order Number	Period of Performance (base and options)	Contract/Task Order/Call Order Value
Technical POC		
Name	Email	Tel. Number

Contractual POC		
Name	Email	Tel. Number
Project Description		
Relevance to integrated water resources management, grassroots participatory land use / water resources management planning, durable property rights, value chain strengthening and related fields		

The Past Performance volume shall be limited to 5 pages. **Pricing information must not be included in any part of Volume II - Past Performance Volume.**

#### **L.4.4 VOLUME III – BUSINESS QUOTE**

##### ***(a) Part 1 - Standard Form (SF) 33***

The contractor must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the contractor to sign the offer.

##### ***(b) Part 2 - Proposed Prices***

This section consists of:

1. Budget summary in Excel format with open formulas for CLINs in Section B.
2. Detailed budget/prices with details in Excel format with open formulas for CLINs in Section B. See the template provided in Attachment J.1
3. Budget narrative supporting the Excel budget presentation in Microsoft Word format

PDF files will not be accepted.

The offerors must submit a detailed budget narrative that supports item for item the prices proposed in its detailed budget. The budget narrative should describe the nature of individual price items proposed and include a description of the source of that particular cost estimate (historical experience with the price item, catalogue price, vendor price quotes, etc.).

The Contractor must follow the Attachment J.1 – Sample Price Template for the Price Quote submission.

**Labor:** Offerors shall provide labor rates for all labor categories that are expected to be used in the performance of the contract.

The labor in the budget should be displayed as a fully loaded labor rate. Separately the offeror must provide for each fully loaded labor rate a split that consists of all elements included in the fully loaded labor rate:

1. Actual labor rate (unloaded)
2. Fringe benefits
3. G&A or any other indirect costs
4. Fee
5. Other

**Other Direct Costs (ODC's):** The Offeror shall provide breakdown in ODCs. The schedule shall provide a detailed itemization of each ODC. An explanation and basis shall be provided for each item of "Other Direct Cost" proposed, such as travel, per diem, visas, materials, reproduction costs, etc.

#### **L.5 QUOTE SUBMISSION INSTRUCTIONS**

The complete quote is required to be submitted via e-mail only and in accordance with Section L and sent to Nataliya Holl at hollna@mcc.gov.



TO ASSURE TIMELY AND PROPER HANDLING, QUOTES SENT ELECTRONICALLY SHALL STATE “**MCC-16-RFQ-0093: MCA Human Resources Consulting Services.**”

**Quotes are due no later than 2:00 p.m. Eastern Daylight Time (EDT) on May 16, 2016.**

All electronic copy submissions should comply with the FAR in regards to timeliness.

NOTE: In the event of an MCC Shutdown, the Contracting Officer will consider extending the deadline for quotes. This determination will be made by the Contracting Officer following the re-opening of MCC.

#### **Questions/Request for Clarification (RFC) Regarding Solicitation**

Questions regarding this RFQ should be addressed to Nataliya Holl [hollna@mcc.gov](mailto:hollna@mcc.gov) and must be submitted in writing. The phone calls will not be entertained. The closing time for submission of questions during the quote preparation period is **10:00 a.m. Eastern Daylight Time (EDT) on April 29, 2016.**

TO ASSURE TIMELY AND PROPER HANDLING, QUESTIONS SENT ELECTRONICALLY SHALL STATE “**MCC-16-RFQ-0093: MCA Human Resources Consulting Services.**”

The Government does not guarantee that it will answer any question or request for clarification received later than the time and date for Q&A specified above. Questions or requests for clarification that result in specific information necessary to submit quotes will be provided to all contractors. Therefore, questions/comments shall not be marked with a restrictive legend and shall not include proprietary information. The Government is not obligated to provide responses to all RFCs, but will consider them and incorporate changes into the SOLICITATION as deemed necessary.

#### **L.6 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:  
Millennium Challenge Corporation  
CGM  
1099 Fourteenth Street NW  
Suite 700  
Washington DC 20005

Mailing Address:  
Millennium Challenge Corporation  
CGM  
1099 Fourteenth Street NW  
Suite 700  
Washington DC 20005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.7 NEGOTIATIONS/DISCUSSIONS**

The Government reserves the right to award without negotiations/discussions. Therefore, contractors are encouraged to submit sound technical quotes supported by competitive pricing.

Contractors are cautioned that failure to provide all the required information may deem their offer non-responsive and may result in elimination of the quote from further consideration for award.

## **L.8 EXCLUSION OF QUOTES AND COMMUNICATIONS**

(a) At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the quote is not among the most highly rated; or the quote is not likely to be selected for award. The Government need not notify contractor that its quote has been excluded from further consideration nor need it provide the contractor with a pre-award debriefing. However, the contractor will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

(b) After receipt of quotes, the Government will conduct an evaluation. The Government intends to evaluate quotes and issue a call order without communications with contractors. However, during the evaluation process, the Government may, solely at its discretion, communicate with a contractor for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow contractor to submit quote revisions. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a quote revision date for a contractor that is different than the quote revision date for another contractor (s). The Government need not conduct communications with all contractor. Rather, the Government may, at its discretion, conduct communications with one or only some contractor. Furthermore, the Government need not permit all contractor to submit quote revisions. Rather, the Government may, at its discretion, seek quote revisions from only one or only some contractor.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 GENERAL INFORMATION

The Government intends to award a single contract on a best value basis that is determined to be the most advantageous to the Government, price and other factors considered. The Government reserves the right to award without discussion; therefore it is incumbent upon all Quoters to submit their best quote. Contractors are cautioned that an award may not necessarily be made to the lowest price contractor. However, if non-price factors are evaluated as comparatively equal between two or more contractors, price may become a determinative factor.

### M.2 EVALUATION CRITERIA

All quotes will be evaluated based on the evaluation factors listed below. Award will be made to the Quoter whose offer is the most advantageous to the Government and provides the best value and based on FAR 13.106-2.

The criteria below are presented by major category in descending order of importance, (1) Technical Capability and Personnel; (2) Past Performance; (3) and Price. When combined, non-price factors are more important than price. The Government reserves the right to award without discussion.

The selection factors and sub-factors for this project are listed below in descending order of importance:

#### **(1) Technical Capability and Personnel**

##### **Subfactor 1: Provides professional qualifications necessary for satisfactory performance of required services:**

- a) Provides management strategy with methodology for accomplishing tasks and deliverables for HR services
- b) Clearly demonstrates experience and established procedures for conducting the assignments listed in the SOW
- c) Clearly demonstrates experience and established procedures for mobilizing the experts, anticipated time required to identify and mobilize experts
- d) Clearly demonstrates experience and methodology for quality control of the deliverables

##### **Subfactor 2: Personnel Qualifications**

The proposed personnel will be evaluated in terms of their 1) availability and commitment to the position, 2) demonstrated experience, knowledge and abilities, and 3) education (see Scope of Work).

- a) Describes personnel's suitability for carrying out specific tasks e.g. professional and technical qualifications, specialized HR experience and technical competence necessary for satisfactory performance of required services
- b) Includes experts with in-depth regional knowledge

#### **(2) Past Performance**

Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance standards. Previous performance of key staff and the contractor in delivering quality and timely work. Each Offeror will be evaluated on their performance under existing and prior contracts for similar services during the past five (5) years in terms of cost control, quality of work, and compliance with performance standards. The Government will focus on information that demonstrates quality performance relevant to the size and complexity of the requirement under consideration.

The Government reserves the right to consider information from any other sources when evaluating the Offeror's past performance.

#### **(3) Price**

The Government will examine price quotes for reasonableness and completeness.

### M.3 EVALUATION METHODOLOGY

The Government will analyze the quotes, will perform a comparative analysis of quotes and will assess the advantages and disadvantages as related to the Evaluation Factors above.



U.S. Department of State

## SPECIAL SEATING REQUEST FORM FOR BUSINESS CLASS AIR TRAVEL

**For Employee's Special Needs (See 14 FAM 567.2-4)**

Employee Name

Last

First

Middle

Organization

Millennium Challenge Corporation

**Name of Attendants if Required:**

Name

Last

First

Middle

Name

Last

First

Middle

Name

Last

First

Middle

**Approved By: (Check if M/MED or Identify POST)**
☐

M/MED

☐

POST

(Print Name)

Signature of M/MED or RMO/FSNP

Print Name of Approving Official

Date signed (mm-dd-yyyy)

Expiration date (mm-dd-yyyy)

**AUTHORITY WILL EXPIRE AS INDICATED ABOVE BY THE COMPETENT MEDICAL AUTHORITY.**

Submit

Traveler Statement

Please take this form to your treating physician.

Your patient is requesting business class travel or a premium travel upgrade for a medical condition. Determinations are on the basis of a medical need, not traveler comfort. We are requesting your assistance in determining if your patient has a medical condition necessitating business class travel.

Please provide the following information:

- 1) Diagnosis and current medical condition of your patient.
- 2) Current treatment regimen for this condition including current medications.
- 3) What impact would air travel likely have on your patient if no special accommodations were made?

4) Which of the following modalities may your patient use during commercial air travel? *(Please check each one that applies.)*

- ☐ a. Frequent standing
- ☐ b. Walking and moving about the cabin
- ☐ c. Frequent in-seat stretching
- ☐ d. The use of support stockings *(thigh high or full length)*
- ☐ e. Aisle seating
- ☐ f. Exit row seating
- ☐ g. Bulkhead seating
- ☐ h. Medications

5) If your patient utilized the above modalities, how would your patient likely be affected by air travel? What, if any, adverse effects would your patient be likely to have as a result of air travel while using the above modalities?

6) If the modalities noted in number 4 were available to your patient, please specify what, if any, additional accommodation/modalities you recommend for air travel? What, if any, adverse effect is your patient likely to have as a result of air travel using the additional modalities you recommend?

7) Do you recommend business class travel for your patient? If so, why and what is accomplished by business class travel that is not accomplished by the modalities noted in number 4?

8) Does duration of travel affect your patient's medical condition with or without the accommodation? If so, is there any length or type of travel that you recommend that your patient not undertake because it would adversely affect his/her medical condition?

9) What is the patient's prognosis? How long is the current medical condition expected to last?

10) Please provide any additional information supporting your recommendation. *(Please forward copies of reports, x-ray results and laboratory tests.)*

11) Please sign and date this form as follows:

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date (mm-dd-yyyy)

\_\_\_\_\_  
Physician's Printed or Typed Name and Degree

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

To the Doctor: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law we are asking that you NOT provide any genetic information when responding to this request for medical information.

'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.